

No. 30,3978 *gentry*AMENDED AND RESTATED
DEED OF TRUST NOTE\$47,666.67JUNE 13, 1978

This Note is executed on the date above written by Kenneth M. W. Fox and Billie Z. Fox, the Makers.

1. The Makers executed a Note dated July 21, 1977 in the original principal amount of Forty-seven Thousand Six Hundred Sixty-six and 67/100 (\$47,666.67) Dollars, payable to the order of Moran Enterprises, Inc., a Maryland Corporation, being hereinafter referred to as the "Original Note".
2. The Original Note, being one of three (3) notes secured by a Deed of Trust dated July 21, 1977 by the Makers to Richard Moran and Jack E. Blomquist, Trustees, and recorded among the Land Records of Frederick County, Maryland in Liber 1024 at folio 807.
3. The Original Note is presently owned by the aforesaid Payee and said Payee and the Makers have agreed to amend and restate the Original Note, in its entirety, as hereinafter set forth.

NOW, THEREFORE the Makers agree as follows:

FOR VALUE RECEIVED, the Makers promise to pay to the order of MORAN ENTERPRISES, INC., a Maryland Corporation, at such place as the holder hereof may, from time to time, designate in writing, the principal sum of FORTY-SEVEN THOUSAND SIX HUNDRED SIXTY SIX AND 67/100 (\$47,666.67) DOLLARS, together with interest thereon at the rate of nine (9%) per centum per annum accruing from July 21, 1977, payable as follows:

Interest at the rate aforesaid, accrued from July 21, 1977, shall be due and payable on July 21, 1978 and thereafter interest at said rate on the principal balance remaining from time to time unpaid shall be due and payable quarter-annually, commencing October 21, 1978 and continuing quarter-annually thereafter until the principal sum is paid in full and said principal shall be due and payable in quarter-annual installments of Eight Thousand Six Hundred Sixty-six and 66/100 (\$8,666.66) Dollars, commencing October 21, 1978 and continuing quarter-annually thereafter until July 21, 1979 when the entire unpaid principal balance together with accrued interest thereon shall be due and payable.

The Noteholder may collect a late charge not to exceed Two Dollars (\$2.00) or one-twentieth (1/20th) of the total amount of any late periodic installments of interest or interest and principal, whichever is greater, for each such payment received by the Noteholder more than fifteen (15) calendar days after the due date to cover the extra expense involved in handling delinquent payments.

It is agreed that upon default, according to the terms of this Note, or the Deed of Trust securing it, then and in that event, the aforesaid principal sum with interest thereon shall, at the option of the Holder, become due and payable immediately if such default is not cured within ten (10) days after written notice is mailed to the Makers by the Holder hereof. Notice to the Makers shall be sent to Palomino Lane, Route #2, Middletown, Maryland 21769 or such other address as the Makers may designate to the Noteholder in writing.

And we, the maker(s), endorser(s) and guarantor(s) (except when endorsed without recourse) of this Note, hereby waive presentment, demand, notice of maturity and notice of protest, as well as the benefit of any exemption under the homestead exemption laws, if any, or any other exemption or insolvency laws and agree to remain bound for the payment hereof notwithstanding any agreement for the extension or extensions of the due date of any installments in whole or in part made by the Holder hereof, even though without their or any of their consent, and agree to pay reasonable attorney's fees if it becomes necessary to place this Note in the hands of an attorney for collection.

Exhibit filed July 18, 1980